



Contract between H Etoile SAS and China Comfort Intl MICE Service CO., Ltd

Le Méridien Etoile - H Etoile SAS 81, Boulevard Gouvion St Cyr 75017 Paris France	China Comfort Intl MICE Service CO., Ltd Rm. 1510, Ruichen Int'l Center No. 13 Nongzhanguan South Rd, Beijing China
Sophie Blain-Durazzo +33 1 40 68 31 75 sophie.blaindurazzo@lemeridien.com	Lan ZHONG +86 139 1019 3620 zhonglan@cct.cn

FOR THE EVENT (hereinafter "the event") named TIK TOK GROUP

This contract between China Comfort Intl MICE Service CO., Ltd, (hereinafter "the Client") and "H Etoile SAS - Le Méridien Etoile" (hereinafter "the hotel") is effective as of the date it is signed by the hotel (the "date of the contract"). To confirm the event, this contract must be signed by the client and returned to the hotel with the deposit provided below by 15-10-2024 at the latest.

However, if a third party requests to book rooms or meeting rooms for some or all of the dates planned for the event in this contract before the 15-10-2024 and before the return of the signed contract, and if the third party is able to immediately sign the corresponding contract with the hotel, the hotel shall notify the client in writing that they have a period of three working days from the notification date to confirm the reservation covered by this contract by returning the contract to the hotel with the necessary deposits.

In the event of a failure to return the signed agreement and deposit, the hotel may, at its discretion and without any liability to the client, enter instead into an agreement with the third party in respect to some or all of the event dates set out in this agreement.

THE DATES OF THE EVENT:

- 28-10-2024
- 05-11-2024

CURRENCY: All of the prices mentioned in this contract are in Euros.

This contract covers the following services:

DATE	TIMING	ITEMS	SET UP	UNIT	UNIT PRICE vat incl	VAT rate	UNIT PRICE vat excl	TOTAL vat inc	TOTAL vat exc
ACCOMMODATION									
28/10/24	Urban Room Single Occupancy, breakfast included			11	220,00 €	10%	200,00 €	2 420,00 €	2 200,00 €
	Urban Room Twin Occupancy, breakfast included			2	240,00 €	10%	218,18 €	480,00 €	436,36 €
	Urban Room Double Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
29/10/24	Urban Room Single Occupancy, breakfast included			12	220,00 €	10%	200,00 €	2 640,00 €	2 400,00 €
	Urban Room Twin Occupancy, breakfast included			2	240,00 €	10%	218,18 €	480,00 €	436,36 €
	Urban Room Double Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
30/10/24	Urban Room Single Occupancy, breakfast included			14	220,00 €	10%	200,00 €	3 080,00 €	2 800,00 €
	Urban Room Twin Occupancy, breakfast included			2	240,00 €	10%	218,18 €	480,00 €	436,36 €
	Urban Room Double Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
31/10/24	Urban Room Single Occupancy, breakfast included			14	220,00 €	10%	200,00 €	3 080,00 €	2 800,00 €
	Urban Room Twin Occupancy, breakfast included			2	240,00 €	10%	218,18 €	480,00 €	436,36 €
	Urban Room Double Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
1/11/24	Urban Room Single Occupancy, breakfast included			14	220,00 €	10%	200,00 €	3 080,00 €	2 800,00 €
	Urban Room Twin Occupancy, breakfast included			2	240,00 €	10%	218,18 €	480,00 €	436,36 €
	Urban Room Double Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
2/11/24	Urban Room Single Occupancy, breakfast included			2	220,00 €	10%	200,00 €	440,00 €	400,00 €
	Urban Room Twin Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
3/11/24	Urban Room Twin Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
4/11/24	Urban Room Twin Occupancy, breakfast included			1	240,00 €	10%	218,18 €	240,00 €	218,18 €
TOTAL (CITY TAX EXCLUDED)								19 060,00 €	17 327,27 €

ACCOMMODATION

NUMBER OF NIGHTS PROVIDED BY THE CONTRACT:

The client undertakes to fully comply with its commitment regarding the daily occupation of rooms in the above block. Cancellation fees will be applied if the client fails to comply with this daily commitment.
The total commitment of the group in terms of number of nights is 85 nights and €19,060.00.

ROOM RATES:

- Prices in the contract that include VAT are provided for information purposes only. Only prices excluding VAT are contractually binding. The VAT rates applied shall be those in force on the day of the event.
An additional city tax of €8.13 per adult per night is payable (this amount is subject to regulatory change).
- Free Wi-Fi is available in every room (5 MB).
- Breakfast is included during the Hotel's breakfast hours.
- Should guest room night daily commitment drop by less than 50 % from the contracted numbers (less attrition), the hotel reserves the right to increase client's guest room rates
- The rates provided in this contract are valid for the services, dates and numbers mentioned above. Any change of pattern and numbers are subject to availability and rate change.

CUT-OFF DATE:

The "cut-off date" for receiving the list of the names of participants occupying the room block is _at 5 PM local time for the hotel. Any room unattributed after this deadline (excluding clearly stated un-named reservations) shall be automatically considered as cancelled, a fixed compensatory sum will be charged for the loss suffered, and the room shall be made available by the hotel.

CHECK-IN AND CHECK-OUT TIMES:

Earliest Check in Time is 4:00pm Latest Check out time is 10 am.

ROOM DELIVERY SERVICE:

A luggage service can be provided for participants arriving in groups.

Cost: €7 per person for in and out (on the basis of one suitcase per person).

Service to be confirmed at the latest with the rooming list

Gift room drop: €2 per room and per delivery (based on one article per room)

Service to be confirmed at the latest with the rooming list

The hotel reserves the right to refuse to deliver any product that is forbidden by current legislation or by Marriot standards, according to criteria including but not limited to dangerousness, traceability and legality.

ACTION IN FAVOR OF THE ENVIRONMENT

Bring your contribution to the environment: Our « Your Choice » program gives you the opportunity to decline the cleaning service, for your room and for the group, during your stay (reservations of 2 nights minimum*).

For more information on our environmental policy, we invite you to ask your referent or contact our receptionist directly.

*Please note that the cleaning will be automatically done every 3 nights, in order to refresh your room.

ROOM RESERVATION:

Rooming list (list of rooms reserved):

Rooms shall be reserved by the hotel based on the list of names provided by the client including the following information: surnames, first names, check-in and checkout dates, and type of room requested for each participant of the group.

This list must be provided at least two weeks before the main arrival date.

An additional administrative cost shall be invoiced for any rooming list received after the contractually agreed deadline:

- €200 (excluding VAT) per day for any group of 10 to 100 people.
- €500 (excluding VAT) per day for any group of more than 100 people.

This amount shall be invoiced for as many nights as reserved.

PAYMENT CONDITIONS

PAYMENT OPTIONS:

Payment shall be made as provided below.

Room and breakfast	<input checked="" type="checkbox"/> Client	<input type="checkbox"/> Individual
City tax	<input checked="" type="checkbox"/> Client	<input type="checkbox"/> Individual
Extras	<input type="checkbox"/> Client	<input checked="" type="checkbox"/> Individual

DEPOSITS AND PAYMENT SCHEDULE:

The client shall pay a deposit, according to the terms and conditions set out below, upon confirmation of the event and signature of the contract.

This deposit is non-refundable by the hotel except in the case of a force majeure event. An additional deposit may be requested subsequent to the signature of this contract, subject to an amendment, if the total cost of the client's event increases due to the provision of additional rooms or services not provided by this contract.

Items	Requested amount	Due Date	Description
Rooms and City Taxes	€19,897.39	15-10-24	1st deposit of 100% bedroom estimated revenue + 100% City Taxes based on 67 roomnights in single occupancy + 18 roomnights in double occupancy (837.39€)
Total	€19,897.39		

BILLING ADDRESS:

Unless instructed otherwise, the final invoice shall be made out as follows:

Entity : **China Comfort Intl MICE Service CO., Ltd - Rm. 1510, Ruichen Int'l Center No. 13
Nongzhanguan South Rd, - Beijing - China**

To the attention of: **Lan ZHONG** - Telephone: **+86 139 1019 3620** - Email: **zhonglan@cct.cn**

FINAL PAYMENT:

The client shall inform the hotel of how it intends to pay the full invoice (method of payment for deposit and balance) at least 30 days before the check-in date of 28-10-2024 (when the first deposit is due at the latest). If the hotel accepts payment by credit card, a valid credit card number must be provided to the hotel using Sertifi (a secure system for providing credit card numbers) and all of the expenses related to the main account (all sums payable at the end of the stay) shall be debited from this credit card upon checkout.

All bank transfers must be made to:

H ETOILE

Account holder's name: H ETOILE SAS

BANK: HSBC CONTINENTAL EUROPE

38, avenue Kléber

75116 PARIS

Bank code: 30056

Sorting code: 00028

Account number: 00280058162

IBAN: FR76 3005 6000 2800 2800 5816 285

SWIFT CODE: CCFRFRPP

The information below must be mentioned in the contract, but not necessarily with the payment information.

Intra-community VAT number: FR 20 537443764

APE code: 5510Z

SIRET: 537 443 764 00015

All payments have to be made in Euros. The client is responsible for any eventual banking fees.

Any payment by debit / credit card will be subject to a management fee of 3% of the amount to be paid

BANK DETAILS:

In the event that the hotel changes its bank details, you will be officially informed by the hotel in writing. If you receive information relating to changes, we strongly recommend that you contact the sales / event manager in charge of your event to check the accuracy of this information before making any payments.

The client undertakes to provide the hotel with a precise list of the people authorised to order any additional services on behalf of China Comfort Intl MICE Service CO., Ltd at least 30 days in advance of 28-10-2024

Moreover, the hotel shall be entitled to cancel its obligations pursuant to this contract in the event that the client does not pay the deposits by the due dates.

In the event that the hotel exercises its right to cancel, the client shall still owe the aforementioned compensation percentage, depending on the cancellation date, minus any deposits received prior to the cancellation. Cancellation fees are not subject to VAT.

In the event of the departure of a member of the client's group before the planned departure date, early checkout fees equivalent to 100% of the nightly room rate shall apply for every room that remains unoccupied.

In the event of a change in bank details, an official written communication will be sent to you by the hotel. If you receive a communication regarding changes, we strongly recommend that you contact the sales representative/project manager in charge of your file to verify the accuracy of this information before making any payment.

LOYALTY PROGRAM – MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the event (provided that the event is not cancelled and the client has otherwise complied with the material terms and conditions of this Agreement), the

Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name:

Marriott Bonvoy Membership Number:

*If Miles are desired instead of Points, please also provide:

Participating airline name:

Participating airline frequent flyer account number:

To convert points to Miles, you must be a member of both a participating airline and Marriott Bonvoy. Therefore, a Marriott Bonvoy Membership Number is also required.

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

GENERAL TERMS AND CONDITIONS OF SALE

INFORMATION

The client shall inform the Hotel in advance of every aspect of the event organised that is likely to represent a risk for and/or or potential damage to the buildings, facilities, decorations, furnishings and/or equipment of the hotel, and/or disturbance for the people in or near the hotel, and/or its continued, full and harmonious operation.

CONFERENCE ROOMS (ALLOCATED SPACES)

The hotel reserves the right to change the conference room(s) provided for the client's group, with no penalty, as long as the dimensions and configuration of said room(s) are suited to the event.

The hotel shall notify the client in writing of any change to the rooms provided in this contract in light of a reduction or increase in the number of participants in the client's group.

Likewise, if the number of nights reserved is less than the number provided by this contract (minus the authorised cancellation percentage), the hotel reserves the right to reduce the number of conference rooms or spaces allocated as part of this contract in order to ensure they correspond to the number of rooms actually reserved.

The room in which breakfast is served will be allocated seven days before each group's event.

FULL CANCELLATION

A full cancellation giving rise to the application of the cancellation conditions is defined below:

A change to the dates of the event

A failure to pay the deposits listed in the contract

The cancellation of more than 50% of the number of rooms/participants per night/day and/or a reduction of the total cost of the event of more than 50% shall be deemed a full cancellation and shall give rise to cancellation compensation as defined below. The hotel shall prepare a new quote with new pricing conditions.

For any full or partial cancellation by the client not related to a breach by the hotel, the client shall pay the hotel a fixed compensatory sum for the loss suffered:

If the client informs the hotel of the cancellation more than 30 days before the first day of the event, the hotel shall keep the deposits paid as compensation or, if the deposit has not been paid, the deposits owed at the time of cancellation shall be payable.

If the hotel is notified in writing 30 days or less before the first day of the event, the client must pay the remaining sums owed for the event as provided by the contract.

PARTIAL CANCELLATION

A reduction of less than 50% of the number of the rooms/participants per night/day and/or the total cost of the event shall be deemed a partial cancellation.

For any partial cancellation by the client not related to a breach by the hotel, the client shall pay the hotel a fixed compensatory

sum for the loss suffered:

If the client notifies the hotel of the cancellation in writing more than 120 days before the first day of the event:

10% of the number of rooms per night and/or the number of participants per day and/or the cost of meeting room rental can be cancelled free of charge.

For any further cancellation, the fixed compensatory sum shall amount to 40% of the total cost cancelled (excluding VAT and tourist tax).

If the client notifies the hotel of the cancellation in writing between 120 and 61 days before the first day of the event:

10% of the number of rooms per night and/or the number of participants per day and/or the cost of meeting room rental can be cancelled free of charge.

For any further cancellation, the fixed compensatory sum shall amount to 65% of the total cost cancelled (excluding VAT and tourist tax).

If the client notifies the hotel of the cancellation in writing between 60 and 31 days before the first day of the event:

5% of the number of rooms per night and/or the number of participants per day and/or the cost of meeting room rental can be cancelled free of charge.

For any further cancellation, the fixed compensatory sum shall amount to 80% of the total cost cancelled (excluding VAT and tourist tax).

If the client notifies the hotel of the cancellation in writing between 30 and 8 days before the first day of the event, the fixed compensatory sum shall amount to 90% of the total cost cancelled (excluding VAT and tourist tax).

If the client notifies the hotel of the cancellation in writing less than 8 days before the first day of the event, the fixed compensatory sum shall amount to 100% of the total cost cancelled (excluding VAT and tourist tax).

In the event of a no-show (cancellation without notification), the Hotel shall request compensation equal to the total cost of the event (excluding VAT and tourist tax).

In the event of the departure of a member of the group before the planned departure dates, early check-out fees equivalent to 100% of the room rate per unoccupied night shall apply (excluding VAT and tourist tax).

CANCELLATION BY THE HOTEL

The hotel can cancel the event and terminate this contract without any further formalities and without incurring its liability if the event is likely to harm the hotel's reputation; if the hotel becomes aware of any deterioration of the client's financial situation that would lead it to believe that the client is no longer

able to meet his material obligations pursuant to this contract, or in the event of the client's failure to pay any sums due. The hotel may invoice cancellation fees (detailed above) in the event of a cancellation for any reason.

FINAL NUMBER

The details of the meeting rooms (spaces) and other characteristics applicable to the services shall be finalised between the hotel and the client 21 days before the check-in date, in a written document signed by the client, or on their behalf, which shall become an integral part of this contract. Changes to the number of people and/or services provided – in particular regarding meals – after this date must be confirmed in writing.

Any reduction to the duration or the contractual value of the reservation shall be subject to the conditions for partial cancellation or the minimum amount provided in this contract. This final figure, in accordance with the minimum amount, must be confirmed at the latest 72 hours in advance and will be used as a basis for invoicing (unless the actual figure is higher than the confirmed figure).

The schedule, as well as all specific requests, must be confirmed to the Hotel at least 21 days before the event. The hotel will select the menu if it has not received the client's choice at least 10 days before the event.

DEPOSITS

The deposit payment schedule is described below:

A first deposit of 20% of the total cost of this contract (including VAT), must be paid upon the signature of the contract.

A second deposit of 30% of the total cost of this contract (including VAT), must be paid at least 120 days before the check-in date.

A third deposit of 30% of the total cost provided by this contract (including VAT), must be paid at least 60 days before the check-in date.

A fourth and final deposit of 20% of the total cost of this contract (including VAT), must be paid at least 30 days before the check-in date.

INTEREST FOR LATE PAYMENT AND DEBT COLLECTION FEES

Invoices issued by the hotel shall be deemed payable upon receipt and within 30 days following the end of the stay.

In the event that the invoice is unpaid 30 days after its date of issue, the client shall be liable for a surcharge equal to three times the legal interest rate (as defined by law 91-1442 of 31 December 1992) without further formality or formal notice.

Moreover, the client shall be required to refund any expenses reasonably incurred by the hotel to recover the sums owed if the sums exceed €40.

Any challenge to invoices issued by the hotel must be made within 15 days of their date of issue. After this period, they shall be deemed to have been accepted by the client.

REVISION OF FEES:

The rates mentioned in this contract may be revised at any time on the initiative of H ETOILE (Le Méridien) if inflation in France exceeds 3% compared to 2022 (the base value used is the 2021 cumulative inflation rate = 2661, and base 1 = year 1901).

The increase applied will be based on the following price variation clause:

>> $Pr = P0 \times (Ir / I0)$

where: Pr = Revised price (excluding VAT) - P0 = Initial price

(excluding VAT)

Ir = the INSEE's cumulative inflation rate from the last year published (with base 1 = year 1901 ; and the 2021 cumulative inflation index = 2661)

I0 = cumulative inflation rate published by INSEE for 2022

If one or more of the rates ceases to be published during the term of the contract, the index applied will be the most similar existing one

COMMISSION

The commissions mentioned for the rooms/meeting rooms/DDR block reserved and paid for shall be paid to the certified agency that negotiated this agreement. Commissions shall be paid exclusive of taxes for rooms paid in the room block. This payment shall be made by the hotel upon receipt of full payment for the event, and upon receipt of a commission invoice in due form. No commission shall be paid on fixed compensatory sums or any other cancellation fees. No additional commissions shall be paid by the hotel if the agent changes.

OTHER PROVISIONS, FOOD AND BEVERAGES

Due to the hotel's obligations, in particular its hygiene and quality obligations, the client is forbidden from providing the members of its group, directly or through a third party, with food or beverages, which shall be exclusively provided by the Hotel.

The client will be informed of the price of food, beverages, and other provisions not included in the services provided herein, in writing prior to the event.

Additional fees will be invoiced for services provided by hotel staff before 7 AM and after 11 PM.

DECORATION-FURNISHINGS

The client must provide the hotel with all its plans for decorations, technical installations and any other furnishings regarding the premises or the area surrounding the Hotel prior to the event (60 days before the start of the event). Such plans must be provided and carried out in accordance with the laws and regulations in force at the time of the event. The client will be informed of the conditions by which their third-party service providers can access the premises, and deliver and remove decorations and furnishings.

No alterations to the hotel's walls, installations, decorations, furniture, or equipment are authorised, and no external elements may be affixed by piercing holes or using adhesive substances.

The client is responsible for its staff and any third party company that they may request the services of in order to prepare premises and the surrounding area during the event. The hotel reserves the right to interrupt any work or interventions that are not in accordance with the aforementioned rules and principles, either because they infringe the regulations or due to the noise made or the risk of harm to the safety of people and property.

The client shall dismantle or remove (or request its service providers to do so) any decorations, technical equipment or other furnishings installed at its request for the purposes of the event – including transportation equipment and tools used for such work – only during authorised times (i.e. between 7 AM and 10 PM) and ensure that this work does not cause any disturbance or nuisance for the hotel, its clients or its neighbours.

The client shall pay any expenses borne by the hotel following or due to its activities such as unusual cleaning expenses, the

re-initialisation of smoke or fire detectors, or any other similar expenses.

DELIVERIES AND PARKING

The client shall inform the hotel of the dates and times of deliveries of equipment and/or material at least 48 hours in advance.

All deliveries must be made between 7 AM and 2:30 PM, Monday to Friday, to the following address:

Hôtel Le Méridien Etoile - 1 rue Bélidor - 75017 Paris

The deliverer or the organiser are responsible for bringing the deliveries to the meeting rooms or the storage area. If that is not possible, additional costs will be invoiced to the Event organiser (from €150 depending on the quantity and weight of the deliveries).

Storage must not exceed 2 open days before and 2 open days after the start of the event. If the items are stored for longer, we will be obliged to invoice additional storage cost (120€ VAT excl. for m3 per 24-hour)

Furthermore, the deliveries solely for the purposes of storing them for later use on another site will give rise to additional storage costs (€120 (excluding VAT) per cubic metre per day). The delivery slip must be made out for the attention of the person in charge of the operational management of the project, including the group's name and the date of the Event.

Access to the courtyard is forbidden to lorries exceeding 19 tonnes (including payload) whether that be to install or remove audio-visual equipment, decorations, specific installations, or for any other use.

Temporary parking will be authorised only for loading and unloading subject to advance justification. Once the delivery has been completed, the vehicles must leave the premises.

THIRD-PARTY SERVICES AND SUPPLIES

Independent of the foregoing provisions pertaining to the supply of food and beverages, the client, who is responsible for their third-party suppliers and service providers, must sign and get their supplier or service providers to sign the hotel's "external supplier" form at least 31 days before the start of the event.

If the client intends to call on the services of a third-party service provider, they must obtain the hotel's express agreement, which shall only be granted if the service provider provides proof that it has met all its relevant fiscal and social obligations (compliance with duty of care). The client must also ensure that its third-party suppliers or service providers are duly insured, both for the products or services they provide as well as against any harm to people or equipment they may cause.

ENTERTAINMENT

The client shall make a prior written request to the Hotel's management if they want to include any musical entertainment as part of the event they are organising. The hotel reserves the right to refuse any entertainment that appears contrary to the image and services policy defined by the chain that they belong to and to interrupt any entertainment that does not resemble what was previously authorised.

The client shall ensure SACEM declarations are made for the use of any music subject to French legislation on authors' rights.

The hotel reserves the right to terminate the contract, with no prior notice or compensation for the client, in the event that the reservations and/or event appear to breach the peace or be against accepted standards of behaviour.

INTERNAL MATERIAL

The hotel shall provide free of charge a reasonable quantity of meeting material (e.g. chairs, tables, blackboards, etc.). These arrangements, provided free of financial consideration, do not include special configurations or exceptional formats that are likely to require the hotel's existing material and require it to hire additional equipment to meet the needs of the client. In the case of requests for special configurations or extraordinary formats, the hotel will submit two (2) possible choices to the client: (1) invoicing the cost of the rental of additional equipment to the client or (2) a standard format instead of the special configuration in order to avoid additional costs.

TECHNICAL SERVICES

Using a technical audio-visual service provider other than the one listed by the Hotel shall be subject to a lump sum fee.

COMPETITION

The hotel cannot guarantee full exclusivity within the group's industry, but the hotel undertakes to make its best efforts to avoid allocating premises to competing businesses whose proximity could facilitate confidentiality breaches.

UNAVAILABILITY OF ROOMS (relocation)

In the event of the unavailability of rooms due to exceptional circumstances beyond the hotel's control, or in the case of a force majeure event, the hotel undertakes to make its best efforts to accommodate the participants for part or all of the duration of the event in a hotel of equivalent standing providing equivalent services and, unless the participants have their own means of transportation, to pay any reasonable travel costs to the replacement hotel. In such an event, the hotel shall not be liable to pay any additional compensation.

INSURANCE

The client hereby confirms that it has taken out a relevant insurance policy in light of its business and the event, or that it will take out a specific insurance contract covering any risk to people or property for itself or any person that may participate, in any way, in the event it is organising covering, without limitation, its civil liability regarding the organisation of and/or participation in the event it is organising.

The client shall take out or will also prove it has taken out an insurance policy against any deterioration and/or incapacitation of the Hotel's fixtures or fittings due to the event organised by the client and for which the hotel is not liable.

The hotel may ask the client to provide copies of any documents proving the existence or continued validity of said policies at the start of and for the duration of the event.

ARTICLES LEFT WITHOUT SUPERVISION/ADDITIONAL SECURITY

The hotel cannot guarantee the safekeeping of articles left without supervision in conference rooms during the event. Specific provisions may be taken with the hotel in order to ensure the safekeeping of a limited number of valuable articles. If the client wants additional security for these articles, or for other reasons, the hotel shall help it make these provisions. All security staff mobilised for the duration of the event must be approved by the hotel.

Insuring the participants' equipment and personal belongings is the responsibility of the client, who hereby expressly waives any right to claims against the hotel for any damage caused to these belongings in this respect, including theft.

The hotel shall not be held liable for clothes, luggage, and objects left in rooms, as well as objects left in vehicles parked on the hotel's private premises, except in the event of a serious failing on its part, beyond the provisions of articles 1952 to 1954 of the French civil code, considering the room in which the theft was committed, it being specified that, in accordance with the security instructions displayed in every room, their occupants are encouraged to place their valuables in the Hotel's safe.

In the event of a proven failing, the hotel guarantees the client or the group's participants and guests against bodily harm or damage to equipment caused by its facilities or staff.

The hotel has taken out a civil liability insurance policy in accordance with the provisions of French legislation pursuant to the conditions summarised in a certificate that can be provided at the client's request.

MATERIAL DAMAGE

The client shall be held liable in the event of any damage caused to the rooms, furniture, utensils and equipment provided and, more generally, to the hotel, resulting from any act, breach or negligence on the part of the client, his subcontractors, employees or guests, and shall pay the hotel the sums requested at the first request in order to compensate for or remediate the damage.

REPRESENTATION RIGHTS

The client shall have sole responsibility for obtaining all the rights and authorisations required to represent, broadcast, transmit, or present any works protected by copyright (in particular any musical, audio, or video recordings or works of art, etc.) that the client may want to use or would like to request the use of in the hotel.

INTELLECTUAL PROPERTY

The client may not use any of the hotel's brands or intellectual property without the hotel's prior written agreement and, likewise, the client must not use any of Marriott International Inc.'s brands or intellectual property, or that of his subsidiaries and affiliates, without the prior written agreement of Marriott International Inc.

REPUTATION

The client shall not do anything to harm the hotel's reputation and shall ensure that the Event does not harm this reputation.

AMENDMENTS, RIDERS, PROVISIONS, AND DELETIONS

Any amendments, riders, provisions or deletions, including any corrections made by the hotel or the client, shall only be deemed to be accepted and binding of the parties when initialled or confirmed by the other party's written agreement.

RENOVATION

The hotel shall ensure that the group's participants do not suffer from noise nuisance levels that exceed acceptable French standards.

The hotel must also inform the client as early as possible of any significant works such as the renovation of part of the Hotel.

DISCLOSURE

The client is free to determine to whom it can or must disclose the conditions of this contract, in full or in part, including the financial conditions, including any commission or discount it may receive from the hotel

However, the client must inform the participants of the group or at the event in advance of the type and amount of any fees or costs they will be invoiced by the Hotel pursuant to this contract.

PRIVACY AND CONFIDENTIAL INFORMATION

Marriott International, Inc. (hereinafter "Marriott") undertakes to comply with its obligations pursuant to applicable legislation on privacy and data protection, including, where applicable, European data protection legislation. The hotel also undertakes to comply with Marriott group's international privacy statement (hereinafter "the Privacy Statement"), which can be read here <http://www.marriott.com/about/privacy.mi>), concerning any personal data received pursuant to this contract.

Without limitation to the scope of the preceding obligation, the hotel has implemented measures aiming to (1) inform the people concerned of the Hotel's collection and use of personal data that concerns them, including via the Privacy Statement; (2) use this personal data only for legitimate commercial reasons; (3) provide means for the people concerned to request to see, rectify, update, delete, limit, or transfer personal data that concerns them, in accordance with applicable legislation; (4) request all service providers to whom such personal data may be provided to guarantee the confidentiality and security of this data; and (5) take the technical and organisational measures necessary to protect the personal data of the people concerned within the company against any unauthorised or illegal access, acquisition, disclosure, loss or modification.

The client undertakes to obtain all the rights and authorisations necessary before providing personal data to the hotel, including all rights and authorisations necessary for the hotel and its affiliate companies and service providers to use and transfer the personal data of the people concerned to locations within or outside of the point of collection (including to the USA), in accordance with the Hotel's Privacy Statement and applicable legislation. Notwithstanding any other provision, the Hotel may use the Personal data of a person concerned insofar as it is authorised, instructed or requested to do so.

FORCE MAJEURE

The performance of this contract may be terminated without incurring either party's liability in the event of any circumstance beyond their control – such as natural disasters, war, acts of terrorism, regulations and laws, disasters, and strikes (unless they involve the employees or staff of the party invoking the protection of this article), civil disturbance, or restrictions on transportation services – insofar that these circumstances make it illegal or impossible for the Hotel, or for groups in general, to use the Hotel's installations, whether or not these events may be considered as cases of force majeure under French law. The ability to terminate this contract without incurring either party's liability pursuant to this article is subject to the written notification of the other party presenting the reasons for this termination as soon as is practically possible, and in any case within ten (10) days following the discovery of this reason.

THE HOTEL'S BRANDS

The client shall request the prior written authorisation of the hotel's management for any use of a brand related to the hotel

or its derivative emblematic signs, whatever they are, for any written or recorded communication medium whose publication would represent the use of such a brand or derivative emblematic sign.

Such a temporary use shall not confer any subsequent property rights or usage rights to the client.

APPLICABLE LAW AND RESOLUTION OF DISPUTES

This contract, its interpretation, and any disputes or claims that may arise in the context of the performance of this contract regarding its purpose or form (including any disputes or claims that are beyond the scope of this contract) are subject to French law. In the event of a dispute between the parties with respect to this contract, the parties must first attempt to resolve the dispute, as soon as practically possible, through good faith negotiations. If the dispute cannot be resolved by mutual agreement through good faith negotiations, each party shall irrevocably recognise the exclusive jurisdiction of French courts to resolve any disputes or claims that may arise in the context of the performance of this contract, concerning its purpose or form (including any disputes or claims that are beyond the scope of this contract).

MEDIATOR

After contacting the hotel's management +33140683448 and failing a satisfactory answer within one month, the client can bring its claim to the travel and tourism mediator whose contact details appear below:

Postal address: Médiation Tourisme et Voyage BP 80 303
75 823 Paris Cedex 17

Website: www.mtv.travel

HIGH-RISK ACTIVITIES

The hotel has undertaken to provide the accommodation or spaces for the event, depending on the case, provided by this contract based on the information pertaining to the event that the client has provided to the hotel. The client hereby represents and warrants that it has presented all the information the hotel requires to provide the rooms and facilities provided by this contract. If the hotel – reasonably, at its sole discretion, and at any time – should determine that the event will include a high-risk activity that has not been previously disclosed to the hotel (including but not limited to, for example, biological agents or pyrotechnics, etc.) the hotel may terminate the contract immediately with no further formalities and without incurring its liability, by written notification to the client.

ANTI-CORRUPTION CLAUSE

The client recognises that the hotel, its management company and/or their respective affiliates may be subject to or required to comply with the following laws:

- I. The 1977 United States Foreign Corrupt Practices Act, the 2010 UK bribery act, and other similar laws that forbid bribery or other improper payments; and
- II. laws restricting or forbidding the hotel from engaging in commercial activities with certain people, entities or states due to economic sanctions, commercial sanctions or commercial embargoes that may be imposed, administered or applied by the State in

particular by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC").

(collectively "Anti-corruption laws and sanctions").

The client recognises and agrees that the hotel, its management company and/or their respective affiliates may take all measures they deem necessary, at their sole discretion, to comply with their obligations pursuant to anti-corruption laws and sanctions in all circumstances and, in particular, the termination of this contract with immediate effect, with no further formalities, without incurring its liability.

ADHERENCE TO THE LAW

The performance of this contract is subject to compliance with all applicable laws and regulations, in particular those that concern public hygiene, health and safety rules, laws pertaining to alcoholic beverages and the fight against alcoholism, persons with disabilities, laws and regulations against terrorism, etc. The hotel and the company agree to cooperate in order to ensure compliance with all applicable laws and regulations.

ENTIRE AGREEMENT

This contract contains the entire agreement made between the parties pertaining to its purpose and its cancels all prior agreements and contracts related to this purpose. Apart from modifications and updates to the order form, purchase order, any amendment, modification or waiver of this contract or any provision herein shall only be valid if it is in writing and duly signed by both parties. In the case of a difference between the body of this contract and one of its appendices (except for the purchase order), the terms in the body of this contract shall prevail.

RIGHTS OF THIRD PARTIES

The parties agree that entities that are not a party of this contract have no right to demand the performance of any of the provisions hereof.

WAIVERS

If one of the parties waives its right to perform a provision of this contract, it does not waive its right to perform the other provisions of this contract or to challenge any future violation of this provision.

SEVERABILITY

In the event that one or more of the provisions hereof are deemed null and void or inapplicable, the validity and applicability of the other provisions shall not be affected and will remain fully enforceable.

RELATIONS BETWEEN THE PARTIES

Neither this contract or the commercial relations established between the parties pursuant hereto shall be deemed to represent a partnership, a joint venture, or a relationship of agency or the granting of a franchise. Unless expressly provided elsewhere in this contract, neither party may, or have the right to, attempt to bind the other party by contract or to create an obligation for them.

SIGNATURES

This contract must be ratified and signed by the authorised representatives of the company and the Hotel by its signature by the two parties on the above dates. By signing this contract, the Client declares that it accepts the general terms and conditions of sale.

Approved and authorized by Hotel:

Name: Camille Coulibeuf

Title: Director of Sales & Marketing

Signature:

Date:

Approved and authorized by China Comfort Intl
MICE Service CO., Ltd

Name

Title:

Signature:

Date:

Please keep a copy of this contract for your file. If we do not receive a duly signed copy of this contract by 15-10-2024 at the latest, this contract may become null and void and the availabilities and rates may need to be renegotiated.